

Notice To Vendors This Is Not An Order. It Is Merely A Request For Prices	THE UNIVERSITY OF LOUISIANA AT MONROE Monroe, Louisiana REQUEST FOR QUOTATION <u>PHYSICAL PLANT</u> Department	4-May-16	Date and Time by Which Quotation Must be Returned 02:00 PM, Central Time JUNE 2 , 2016
Name and Address of Vendor (Firm or Individual), PLEASE COMPLETE BEFORE RETURNING <div style="border: 1px solid black; height: 100px; width: 100%;"></div>		TO THE VENDOR: To be returned on or before date specified above to: THE UNIVERSITY OF LOUISIANA AT MONROE PURCHASING DEPARTMENT, COENEN HALL 140 700 UNIVERSITY AVE (Physical Address: 4014 LaSalle) MONROE, LOUISIANA 71209-2250 NOTE: THE UNIVERSITY RESERVE THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS, AND WAIVE INFORMALITIES THIS BID IS DUE IN PURCHASING OFFICE AS STATED ABOVE <u>LATE BIDS NOT ACCEPTED</u>	
PURCHASE REQUISITION NO R0011499 BID 50006-008(16/17) P. O. No.			
<p align="center">INSTRUCTIONS TO BIDDERS:</p> <ol style="list-style-type: none"> READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. THIS PAGE TO BE COMPLETED AND RETURNED, BUT IS NOT A REQUIREMENT. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER. THIS BID IS TO BE MANUALLY SIGNED IN BLUE INK. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO RS 38; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LIST SEALED BIDS MUST BE RECEIVED AT THE DATE AND TIME AS SPECIFIED ABOVE AND DELIVERED TO THE PURCHASING DEPARTMENT, COENEN HALL, ROOM 140, 700 UNIVERSITY AVE, MONROE LA 71209. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER. THE UNIVERSITY RESERVES THE RIGHT TO AWARD ANY OR ALL ITEMS LISTED. NOTE: A COMPLETE RECORD OF ALL BIDS IS KEPT ON FILE IN THE PURCHASING DEPARTMENT SUBJECT TO THE INSPECTIONS OF ANY CITIZEN. EVERY COURTESY WILL BE AFFORDED ANY CITIZEN WHO IS INTERESTED IN INVESTIGATING FOR ANY PURPOSE THE RECORD OF STATE PURCHASES. <u>COPIES OF EVALUATION CAN BE FAXED TO YOU ONLY AFTER RECEIPT OF WRITTEN REQUEST. PLEASE DO NOT CALL</u> IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR. ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN. ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN. <p>For questions regarding this bid, please contact <u>Susie Clay</u> at <u>318/342-5209</u>.</p>			
TO THE VENDOR: BID BOND OF 5% REQUIRED FOR THIS BID PERFORMANCE BOND OF 100% WILL BE REQUIRED LOUISIANA CONTRACTORS LICENSE # RELEASE SOLICITION -05/04/2016 DEADLINE TO RECEIVE INQUIRIES - 05/23/2016 DEADLINE TO ANSWER INQUIRES -05/24/2016		THIS QUOTATION IS SUBMITTED BY Name of Vendor (Firm or Individual) _____ Signature _____ Name (Printed) _____ Telephone # _____ Fax # _____ Title _____ E-mail _____ Date Submitted _____	

THE UNIVERSITY OF LOUISIANA AT MONROE
Purchasing, Coenen Hall 140
700 University Avenue
MONROE, LA 71209-2250
ANNUAL WASTE DISPOSAL SERVICE
BID #008

“ADVERTISEMENT FOR BIDS

Sealed bids will be received for the State of Louisiana by the Purchasing Department of The University of Louisiana Monroe, Coenen Hall 140, 700 University Avenue, Monroe, LA 71209-2250 until 2:00 P.M., June 2, 2016.

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHALL NOTIFY THE PURCHASING DEPARTMENT OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPENING.

For: Annual Waste Disposal Service
Bid Number: 50006-008

Complete Bidding Documents may be obtained from: Purchasing Department, The University of Louisiana at Monroe, Monroe, Louisiana, 71209-2250, via fax request at 318 342 5218 or the State of Louisiana LaPac page: <http://www.prd1.doa.louisiana.gov/osp/lapac/pubmain.cfm> by using Bid No. 50006-008.

All bids must be accompanied by bid security equal to five percent (5%) of the sum of the base bid and all alternates, and must be in the form of a certified check, cashier's check or Facility Planning and Control Bid Bond Form written by a surety company licensed to do business in Louisiana, signed by the surety's agency or attorney-in-fact. Surety must be listed on the current U.S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in the Bond, or must be a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the amount of the Bond may not exceed ten percent (10%) of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide. The Bid Bond shall be in favor of the State of Louisiana, Office of Facility Planning and Control, and shall be accompanied by appropriate power of attorney. No Bid Bond indicating an obligation of less than five percent (5%) by any method is acceptable.

The successful Bidder shall be required to furnish a Performance and Payment Bond written by a company licensed to do business in Louisiana, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U.S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000. However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide shall not be subject to the \$500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 in the areas of Waste Disposal. Bidder is required to comply with provisions and requirements of LA. R.S. 38:2212(A)(1)(c). No bid may be withdrawn for a period of thirty (30) days after receipt of bids, except under the provisions of LA. R.S. 38:2214.

The Owner reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212(A)(1)(b), the provisions and requirements of this Section, those stated in the advertisement for bids, and those required on the bid form shall not be considered as informalities and shall not be waived by any public entity.”

THE UNIVERSITY OF LOUISIANA AT MONROE
INFORMATION FOR BIDDERS AND STANDARD CONDITIONS

1. GENERAL INFORMATION

- a. Address all inquiries and correspondence to the buyer at the phone and address as shown on cover page.
- b. Bids will be accepted in the Office of the Director of Purchasing, Purchasing Department, Coenen Hall, Room 1-140, 700 University Avenue, Monroe, LA 71209-2250, until time and date as stated on cover page. Physical address for hand delivery is Coenen Hall 140, 4014 LaSalle Street, Monroe LA 71209.
- c. Formal bids, amendments thereto or requests for withdrawal of bids or any part thereof received after time specified for bid opening will not be considered, whether delayed in the mail or for any other cause whatsoever.

2. BID FORMS

- a. All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, properly signed. Bids in the following manner will not be accepted:
 - i. Bid contains no signature indicating intent to be bound;
 - ii. Bid filled out in pencil; and
 - iii. Bid not submitted on the university's standard forms.
- b. Bids must be received at the address specified in the solicitation prior to bid opening date and time in order to be considered. Telegraphic and Fax alterations to bids received before bid opening time will be considered provided formal bid and written alteration have been received and time-stamped before bid opening time. Entire bid should be returned, except item pages not bid.

3. STANDARDS OF QUALITY

- a. Any product or service bid, shall conform to all applicable federal and state laws and regulations and the specifications contained in the solicitation, unless otherwise specified in the solicitation, and manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact products specified in the solicitation.
- b. Unless specifically called for in the solicitation, all products for purchase must be new, never previously used, and the current model and/or packaging and of best quality as measured by acceptable standards of the trade, and any defects in any product may cause its rejection. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation, where applicable, all products are to be covered by standard factory warranty unless otherwise specified by the University.
- c. Bidders proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, and technical data) sufficient for the buyer to evaluate quality, suitability, and compliance with the specifications in the solicitation. Failure to submit descriptive information may cause bid to be rejected. Any change made to manufacturer's published specifications submitted for a product shall be verifiable by the manufacturer. If item(s) bid do not fully comply with specifications (including brand and/or product number), bidder must state in what respect item(s) deviate. Failure to note exceptions on the bid form will not relieve the successful bidder(s) from supplying the actual products requested.

4. BID OPENING

Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the purchasing office of The University of Louisiana at Monroe. Bid tabulations may be secured only after written request.

5. **REJECTION OF BIDS**

Bids from bidders who have a documented history of providing substandard products and/or services will be rejected and returned unopened to the bidder.

6. **AWARDS**

- a. Unless otherwise stated, award will be made to the lowest, responsible bidder, taking into consideration the quality of the products to be supplied and their conformity with the specifications.
- b. The university reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
- c. Preference is hereby given to materials, supplies, and provisions, produced, manufactured, or grown in Louisiana, quality being equal to articles offered by competitors outside of the state.
- d. Only the issuance of a purchase order constitutes acceptance on the part of the University. The University of Louisiana at Monroe adheres to the equal opportunity provisions of federal civil rights laws and regulations.

7. **PRICES**

- a. Unless otherwise specified by the university in the solicitation, bid prices must be complete, including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period. Bids other than F.O.B. Destination may be rejected. Prices should be quoted in the unit (each, box, case, etc.) as specified in the solicitation. Failure to do so may result in your bid being rejected.
- b. The University will not aid in the unloading of any freight, nor be responsible for any additional freight charges. Charges for extra freight labor needed for unloading bulky or heavy items as defined under National Motor Freight Regulations must be included in bid prices.
 - i. **Non-Installed Merchandise.** If you are the successful bidder, you are to make notation on freight bills and bills-of-lading that shipper guarantees charges to protect University against contingency of additional freight charges. Should extra charges be necessary, they will be charged back to the shipper.
 - ii. Instruct the shipper to include on bills-of-lading and freight bills our Purchase Order Number and our company name as first or second vendor. We are more concerned from whom we purchased the merchandise than from whom the merchandise was shipped. If freight is unidentifiable, the University will be forced to refuse shipment.
 - iii. **Installed Merchandise.** All merchandise bid upon "installed" means that you are to deliver, be on hand to receive merchandise when it reaches our premises, uncrate or unpack, assemble and set in place ready for operation, and remove debris from site.
 - iv. The only exception to this statement will be those of instances where installed merchandise comes onto the Campus and is of a nature that the freight line can handle the items involved without the aid of University personnel. In these instances, we will allow the freight line to unload the merchandise at the proper site, and will then notify the proper vendor that the merchandise is on hand and ready for installation.
 - v. The shipment is to be consigned to your establishment in care of THE UNIVERSITY OF LOUISIANA AT MONROE with notation on bills-of lading for the freight carrier to contact you, the vendor, before delivery. The University will take no part in the delivery of this merchandise except as noted above.
 - vi. Should for any reason merchandise of a nature requiring additional unloading labor be delivered to our Campus without the vendor being here to receive the freight, the University will refuse to receive the freight and ask the freight line to contact the vendor to arrange for proper delivery. The University will not be responsible for re-delivery charges.

c. Cash discounts will be considered and time will be counted for date of delivery at the University of Louisiana at Monroe or from date correct invoice is received from contractor, if latter date is later than date of delivery. A cash discount for less than 30 days will not be considered in making an award.

d. All bids must be firm prices, free of any escalator clauses.

8. **NEW PRODUCTS**

Unless specifically called for in the solicitation, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation. The manufacturer's standard warranty will apply unless otherwise specified in the solicitation.

9. **DELIVERIES**

Bids may be rejected if the delivery time indicated is longer than that specified in the solicitation.

10. **TAXES**

Vendor is responsible for including all applicable taxes in the bid price. The University of Louisiana at Monroe, a state agency, is exempt from all state and local sales and use taxes.

11. **PAYMENT**

After receipt and acceptance of order and receipt of valid invoice, payment will be made by the University of Louisiana at Monroe within thirty (30) days. Payment will be made at the respective unit prices shown on the bid, less any percentages off list price, less Federal excise tax, less cash discount earned.

12. **CONTRACT CANCELLATION**

The University of Louisiana at Monroe has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to, the following: (1) Failure to deliver within the time specified in the contract; (2) Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) Misrepresentation by the contractor; (4) Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.

13. **DEFAULT OF CONTRACTOR**

Failure of a contractor to deliver within the time specified, or failure to make replacements of rejected articles, shall permit the University to purchase in the open market articles of comparable grade to take the place of those rejected or not delivered. On all such purchases the contractor shall reimburse the University for any expense incurred in excess of contract prices. Such purchases will be deducted from contract quantities.

14. **CONTRACT RENEWALS**

Upon agreement of the University of Louisiana at Monroe and the Contractor, a term contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions. In such cases, the total contract term cannot exceed thirty-six (36) months.

15. **ORDER OF PRIORITY**

- a. In the event there is a conflict between the Instructions to bidders or Standard Conditions and the Special Conditions, the Special Conditions shall govern.
- b. Any interpretation of the documents will be made by Addendum only, issued by the purchasing department, and a copy of such addendum will be mailed or faxed to each person receiving a set of the bid documents. The University will not be responsible for any other explanation of the documents.

16. **APPLICABLE LAW**

All contracts shall be construed in accordance with and governed by the Laws of the State of Louisiana.

17. **COMPLIANCE WITH CIVIL RIGHT LAWS**

By submitting and signing this bid, bidder agrees to abide by the requirements of the following as applicable: Title VI and

VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

18. **SPECIAL ACCOMMODATION**

Any "Qualified individual with a Disability" as defined by the American with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

19. **INDEMNITY**

Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees.

20. **SIGNATURE AUTHORITY**

ATTENTION: .R.S. 39:1594(C)(4) requires evidence of authority to sign and submit bids to the State of Louisiana. You must indicate which of the following apply to the signer of this bid.

PLEASE CIRCLE ONE:

1. The signer of the bid is either a Corporate Officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in Commendam as reflected in the most current Partnership Records on file with the Secretary of State. A copy of the Annual Report or Partnership Record must be submitted to this office before contract award.
2. The signer of the bid is a representative of the Bidder Authorized to submit this bid as evidenced by documents such as, Corporate Resolution, Certification as to Corporate Principal, etc. If this applies, a copy of the Resolution, Certification, or other supportive documents must be attached hereto.
3. The bidder has filed with the Secretary of State an Affidavit or Resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.

21. In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty of "nolo contendere" to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, Professional, Personal, Consulting, and Social Services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

22. **CERTIFICATION OF NO SUSPENSION OR DEBARMENT.**

By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA), in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov/portal/SAM/#1>.

23. **FEDERAL CLAUSES, IF APPLICABLE**

ANTI-KICKBACK CLAUSE- The contractor hereby agrees to adhere to the mandate dictated by the Copeland “Anti-Kickback” Act which provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT- The contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.

ANTI-LOBBYING AND DEBARMENT ACT- The contractor will be expected to comply with Federal Statutes required in the Anti-Lobbying Act and the Debarment Act.

GENERAL CONDITIONS

TERMS: The agreement covers service to be performed commencing on July 1, 2016, and extending through the fiscal year ending June 30, 2017. If mutually agreeable to both parties the agreement may be renewed on a year-to-year basis for two (2) additional twelve (12) month periods at the same price and terms.

TERMINATION: The Owner may terminate the agreement for cause if the Contractor persistently or repeatedly refuses or fails to supply enough properly skilled workers; or persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or otherwise is guilty of substantial breach of a provision of the terms of the agreement. Without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days written notice, the Owner may, subject to any prior rights of the surety take possession of all materials, equipment, machinery and tools located on the Owners' property and owned by the Contractor; and finish the work under the agreement by whatever reasonable method the Owner may deem expedient. When the Owner terminates the agreement for one of the reasons previously stated, the Contractor shall not be entitled to receive further payment until the work under this agreement is completed. If the unpaid balance of the agreement sum exceeds costs of finishing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The obligation of the Owner to pay the Contractor, or the obligation of the Contractor to pay the Owner, as the case may be, shall survive termination of the agreement.

Either party, for their own convenience may terminate this agreement by giving sixty (60) days notice in writing.

PAYMENT: Payment by the University to the Contractor shall be based on actual service(s) rendered by the Contractor. Billings shall be weekly, submitted to the University on a monthly basis. The Contractor shall present to the University monthly an itemized invoice for service(s) rendered under this contract during the previous calendar month. Payment will be made by the University promptly upon verification of the accuracy of the invoice by the designated University representative. Each submission, which shall include all full weeks ending on the last Saturday occurring on or before the Contractor's book-closing date, must be received by the University no later than the tenth of each month for the previous month's service. A recap sheet showing the location, receptacle size and service frequency of each receptacle shall accompany each invoice rendered. Payment by The University of Louisiana at Monroe shall be made as expeditiously as possible.

Continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

LAWS, ORDINANCES AND REGULATIONS: Any and all laws of the State of Louisiana, the Parish or Municipality that may apply to this contract shall be observed. Failure of the Contractor to acquaint himself with local requirements shall not relieve him of responsibility.

PROTECTION OF WORK AND PROPERTY: The Contractor shall continuously protect the Owner's property from injury or loss arising in connection with this contract, and shall make good any damage, injury or loss, except that which may be directly due to errors caused by agents or employees of the Owner, or due to causes beyond the Contractor's control and not due to fault or negligence of the Contractor.

The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of Federal, State and Municipal safety laws to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed.

SUBCONTRACTING: The successful bidder shall not subcontract any portion of this agreement without written approval of the University.

AWARD OF CONTRACT: Awards may not be made to any person, firm or company in default of any contract. Said persons, firms or companies shall be considered non-responsible bidders and may be reinstated and awards made to them only after they have given evidence of good faith and have satisfactorily completed their obligations.

NOTE: If Bidder is a Corporation, write State of Incorporation under signature, and if a partnership, give full names of all partners in the space.

ASSIGNMENT: Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due hereunder, without the previous written consent of the Owner.

INSTRUCTIONS TO BIDDERS

BIDDING PROCEDURES: All bids to receive consideration must be submitted on a facsimile of the form provided by the Owner. Bids must be received in the Office of the Purchasing Director in Coenen Hall, Room 140 at The University of Louisiana at Monroe on or before the time stipulated in the Advertisement for Bids.

PRE-BID SITE INSPECTION: Each Bidder shall visit the site of the proposed work in order to become familiar with all conditions which may affect the performance of the work under this contract. No additional allowance will be granted because of lack of knowledge of conditions.

By submitting a bid, a Bidder acknowledges familiarity with the site and with the conditions under which the work is to be performed. Arrangement for site visits may be made by telephoning Ms. Sue Kilcrease at (318) 342-5212 or Chris Ringo at (318) 342-5172.

BID WITHDRAWAL AND LATE BIDS: No bids may be withdrawn for a period of thirty (30) days following the scheduled opening date. However, a written request (letter or telegram) for the withdrawal of a bid or any part thereof will be granted if the request is received prior to the specified time of opening. Formal bids, amendments thereto or requests for withdrawal of bids or any part thereof received after time specified for bid opening will not be considered whether delayed in the mail or for any other cause whatsoever.

RIGHT TO REJECT BIDS: The University of Louisiana at Monroe reserves the right to reject any and/or all bids or any groups thereof and to waive any informalities.

BID BOND: All bids shall be accompanied by a certified check or a bid bond, made payable to The University of Louisiana at Monroe, in the amount of five per cent (5%) of the total amount bid, as guaranty that the bidder will enter into a contract and provide the required Performance Bond and Insurance Certificates within five (5) days after notice that the contract is ready for signature.

PERFORMANCE BOND: A Performance Bond in the amount of 100% of the base bid is required and must be furnished within five (5) days of notification of award.

CRITERIA FOR BID EVALUATION: Base bid shall be evaluated based on the following:

The amount bid on each building will be accumulated as a total and multiplied by 13 weeks for the summer schedule and 39 weeks for the fall and spring schedule. The total of each will be added together. An amount for extra "pickups", based on 10 pickups per year for each size container, will be added to the total for scheduled pickups to determine the low bidder.

For example: Assume that bids for service are submitted as follows:

<u>WASTE RECEPTACLE SIZE</u>	<u>WEEKLY FREQUENCY OF PICKUP</u>	<u>WEEKLY CHARGE</u>
2 Cubic Yard	1	\$ 7.50
8 Cubic Yard	6	60.00
8 Cubic Yard	7	70.00
8 Cubic Yard	14	80.00

Further, assume that the service at the Cafeteria and the Food Court are the only locations to be considered in this example of evaluation of bids. Scheduled service at those locations is as follows:

Location	13 weeks Summer Schedule		39 weeks Fall/Spring Schedule	
	Size/Frequency	Bid Price	Size/Frequency	Bid Price
Cafeteria #1	2/1	\$ 7.50	8/6	\$ 60.00
Cafeteria #2	0/0	.00	8/1	12.50
Food Court	8/6	<u>60.00</u>	8/14	<u>80.00</u>
Totals		\$67.50		\$152.50

Summer Schedule 13 weeks x \$ 67.50 = \$ 877.50

Fall/Spring Schedule 39 weeks x \$152.50 = 5,947.50

Total for scheduled pickups \$ 6,825.00

Extra "Pickups":

2 cubic yard receptacle, 10 extra pickups per year @ \$ 6.00 = \$ 60.00

8 cubic yard receptacle, 10 extra pickups per year @ \$ 8.00 = 80.00

Total for extra pickups 140.00

Total, amount for bid evaluation \$ 6,950.30

NOTE: All locations will be included in actual evaluation of bids. The use of only two locations (Cafeteria and Food Court) in the example is for simplification.

BID FORM

Bid Date: June 2, 2016 @ 2:00 P.M. Central.

To: Susie Clay
Procurement Manager 2
The University of Louisiana at Monroe
700 University Avenue
Monroe, Louisiana 71209

Bid Proposal For: Waste Disposal Service
The University of Louisiana at Monroe
Monroe, Louisiana

Bid Proposal From: _____

I (we) acknowledge receipt of documents titled "Waste Disposal Service - The University of Louisiana at Monroe", and also acknowledge receipt of Addendum Nos. _____.

I (we) have carefully examined both the Site and the Bidding Documents and have a clear understanding of the Work. Furthermore, I (we) have not relied on any verbal instructions.

Therefore, I (we) propose to provide all labor, materials, tools, appliances, equipment and other items required to perform all work for the completion of the aforementioned project for the following unit prices:

<u>WASTE RECEPTACLE SIZE</u>	<u>WEEKLY FREQUENCY OF PICK-UP</u>	<u>WEEKLY CHARGE</u>
2 Cubic Yard	1	\$ _____
	2	_____
	3	_____
	4	_____
	5	_____
	6	_____
4 Cubic Yard	1	\$ _____
	2	_____
	3	_____
	4	_____
	5	_____
	6	_____

6 Cubic Yard	1	\$ _____
	2	_____
	3	_____
	4	_____
	5	_____
	6	_____

8 Cubic Yard	1	\$ _____
	2	_____
	3	_____
	4	_____
	5	_____
	6	_____
	7	_____
	14	_____

30 Cubic Yard Roll-off Containers:	Rent Fee	\$ _____
	Delivery Fee	_____
	Disposal Fee	_____
	Hauling Fee	_____

"EXTRA" PICK-UPS - Each	
2 Cubic Yard Container	\$ _____
4 Cubic Yard Container	_____
6 Cubic Yard Container	_____
8 Cubic Yard Container	_____

FIRM NAME

AUTHORIZED SIGNATURE

TITLE

DATE

PHONE NUMBER/FAX NUMBER

INSURANCE REQUIREMENTS

WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE: The Contractor shall, before commencing any work to be conducted under this contract, procure Workmen's Compensation and Employer's Liability insurance with a limit of liability as required by the Labor Code of the State of Louisiana with an insurance company authorized to write such policies of insurance in the State of Louisiana. It shall be the further responsibility of the Contractor to require that all subcontractors have in full force and effect, a policy of Workmen's Compensation and Employer's Liability insurance before proceeding with any of the work required under this contract.

GENERAL LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE: Commercial General Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. This insurance shall include coverage for bodily injury and property damage and indicate on the Certificate of Insurance which of the following coverages is not included in the policy, if any:

1. Premises - Operations;
2. Broad Form Contractual Liability;
3. Products and Completed Operations;
4. Use of Contractors and Subcontractors;
5. Personal Injury;
6. Broad Form Property Damage

BUSINESS AUTOMOBILE LIABILITY INSURANCE: Business Automobile Liability Insurance with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, unless otherwise indicated. This insurance shall include for bodily injury and property damage the following coverages:

1. Owned automobiles;
2. Hired automobiles;
3. Non-owned automobiles.

The Contractor is to provide the owner with this signed statement of insurance preferably with the proposal. Otherwise, this statement is to be furnished before any work whatsoever starts at the site. Further, the owner reserves the right to require the contractor to furnish a certificate(s) of insurance from his agent(s) at any time before or during progress of the work.

INSURANCE-STATEMENT

This is to certify that we carry the Workmen's compensation & Employer's Liability Insurance & General Liability Insurance and Automobile Liability Insurance as outlined above with: _____ Company(s).

Bid or Request for Quotation
Number 008 (2016/2017)

SIGNED: _____

FIRM: _____

TITLE: _____

DATE: _____

INDEMNIFICATION AGREEMENT

The _____ (Contractor) agrees to protect, defend, indemnify, save, and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of _____ (Contractor), its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by _____ (Contractor) as a result of any claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. _____ (Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by _____

Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. 008 (2016/2017) for The University of Louisiana at Monroe

Purpose of Contract: WASTE DISPOSAL SERVICE

SPECIFICATIONS FOR WASTE DISPOSAL SERVICE

SCOPE: Services under this contract include, but are not necessarily limited to, furnishing and servicing trash disposal receptacles at various locations around the campus of The University of Louisiana at Monroe. The University has the exclusive right to designate where receptacles will be placed, the size of the receptacles, and the frequency of service at each location.

CONTRACTOR OPERATIONS: The Contractor shall maintain equipment and conduct business in compliance with State and local laws. Purchase of all licenses and all permits required for operations under this contract are included in the Contractor's obligations and responsibilities. Operations shall be conducted in conformance with University general business policies and practices and in such manner as will cause the least disruption to University activities.

All personnel employed by the Contractor shall conduct themselves in a careful and prudent manner at all times. All personnel shall be well-qualified route drivers, properly licensed for the equipment being operated, and all operations shall comply with all traffic regulations of the City of Monroe and The University of Louisiana at Monroe.

CONTRACTOR'S OFFICE: The Contractor shall maintain an office with a telephone with personnel on-duty such that the Owner may readily contact the Contractor during normal business hours of each day excepting Saturdays, Sundays, and Holidays. Additionally, the Contractor will maintain a mobile communication system which will provide for constant contact with route drivers.

WASTE RECEPTACLES: Waste receptacles furnished under this contract shall be heavy gauge steel containers especially designed as a repository for trash and other organic waste products. They shall be painted a color selected by the University to match standard University colors.

Waste receptacles shall be maintained in good operating condition throughout the term of this contract. All containers must be constructed with hinged tops unless otherwise approved by the agent designated by the Physical Plant Director and all containers over 5 feet in height must have side loading doors. Receptacles must be clean on date of installation and maintained in a clean and sanitary condition at all times. Containers located at Food Service Facilities (Schulze Dining Hall, Food Court) shall be thoroughly sprayed with a deodorizing disinfectant EACH time they are serviced and shall be removed from the premises and pressure-washed about the first of November, March, and July, or when reasonably needed upon request from The University of Louisiana at Monroe. All other containers shall be sprayed and/or pressure-washed when needed, as determined by The University of Louisiana at Monroe.

The Contractor shall place waste receptacles in the designated locations. The University shall not be liable for damage to or theft of waste receptacles or any other property of the Contractor for any cause.

SERVICE: The Contractor shall remove all refuse material of any kind which is placed in the container, except for radioactive, volatile, highly flammable, explosive or toxic materials, or other materials which are designated as hazardous waste. All title to the waste collected shall be vested in the Contractor when such waste has been loaded in the Contractor's truck.

Waste disposal service shall be based on container sizes and pickup frequency which shall be determined by the Director of Physical Plant from time to time. Service shall be provided daily Monday through Saturday. Schedules shall be made in advance.

Emptying of receptacles in all non-residential areas (e.g., the area bounded on the north by Northeast Drive and on the east by Bayou DeSiard) shall be completed **BEFORE** 7:00 a.m., except in some food service locations scheduled for more than 7 "pick-ups" per week, in addition to the regularly scheduled service, a second pick-up shall be made on Monday morning between 10:00 a.m. and 12 noon. Receptacles in all other areas shall be emptied after 9:00 a.m. (preferably as near 9:00 a.m. as possible), but by no later than 12:00 p.m. under any condition.

In the event an illegally parked vehicle prevents service of a receptacle at the normally scheduled time, the following procedure will be followed:

- a. Driver will immediately report blockage to the University Police (Phone: 342-5350). The driver shall provide the vehicle license number, The University of Louisiana at Monroe windshield sticker number, or other information as may be requested by the Police.
- b. Driver will make a second attempt to service blocked container before leaving campus.
- c. Should the second attempt fail and the Contractor's truck be in the area of the University later in the same day, another attempt to service that receptacle will be made.
- d. If the truck is not in the area the same day, the blocked container will not be serviced until the following day. Weekly charge for that receptacle shall be based on the number of times actually serviced.

"Extra" pick-ups shall be provided only when they are authorized by the Director, Physical Plant, or a duly authorized agent. An "Extra" pick-up is defined as one which is ordered between the hours of 8 a.m. and 12 noon, with the service being performed PRIOR to 4:30 p.m. of the same day.

COMPLAINTS: The Contractor shall promptly investigate complaints regarding services under this contract and adjust operations as may be appropriate. In case of missed scheduled collections, the Contractor shall arrange for pick-up within 24 hours, or issue a credit against the invoice for any missed pick-up -- at the option of the University.

RECORDS: The Contractor shall maintain separate records on each receptacle location. The University and the Legislative Auditor reserve the right to audit these records, including the billing records.

TERMINATION OF CONTRACT: Upon the termination of the contract, the Contractor shall promptly remove his equipment and surrender the premises in as good condition as when received, ordinary wear and use excepted. Ordinary wear and use will be jointly determined by the University and the Contractor.

SERVICE SCHEDULES: Following is a list of receptacle locations, sizes and frequency of service expected during the term of this contract. The locations, sizes, and frequency of service are subject to change. The University of Louisiana at Monroe does not guarantee any factor.

Location Description	Size/Frequency Summer	Size/Frequency Fall/Spring
3601 DeSiard	2/1	2/1
4709 Bon Aire - Field House	4/2	4/2
702 Cole Avenue (Child Development Center)	2/2	2/2
Activities Center	8/3	8/3
Alumni Center	4/1	4/1
Apts @ 4106 Bon Aire Drive #7	8/3	8/3
Apts @ 4120 Bon Aire Drive #6	8/3	8/3
Apts @ 4200 Bon Aire Drive #5	8/3	8/3
Apts @ 4200 Northeast Drive #4	8/3	8/3
Apts @ University Ave #1 - 1	8/3	8/3
Apts @ University Ave #1 - 2	8/3	8/3
Apts @ University Ave #2/Starbucks	8/6	8/6
Ouachita Hall – University Ave	8/3	8/3
Baseball Stadium (Seasonal Spring)	4/1	4/1
Bry Hall 1	6/3	6/3
Bry Hall 2	6/3	6/3
Chemistry and Natural Sciences Building (CNSB)	6/3	6/3
Construction Building	2/2	2/2
Fant-Ewing Coliseum 1	6/2	6/3
Fant-Ewing Coliseum 2	6/2	6/3
Johnson Farm (Agriculture Bldg.)	2/1	2/1
Madison Hall	6/3	6/3
Maintenance Shop - 501 Stadium Drive	8/1	8/1
Malone Stadium	8/2	8/3
Masur Hall, North	6/3	6/3
Masur Hall, South	6/3	6/3
Nursing Building	8/3	8/3
Pharmacy - 1800 Bienville Drive	8/3	8/3
Physical Plant - 501 Stadium Drive	8/2	8/2
Sandel Hall	8/6	8/6
Schulze Dining Hall #1	8/1	8/6
Schulze Dining Hall #2	8/1	8/6
Softball Complex	2/2	2/1
Student Health Center	8/3	8/3
SUB #1	8/6	8/6
SUB #2	8/6	8/6
Sugar Hall #1	8/3	8/3
Sugar Hall #2	8/3	8/3
The Grove 1 (Seasonal in Fall)	8/0	8/3
The Grove 2 (Seasonal in Fall)	8/0	8/3
The Grove 3 (Seasonal in Fall)	8/0	8/3
University Library	8/5	8/5